Constr. Co. v. *Bethlehem & N. Pass. R. Co.*, 204 Pa. 22, 53 Atl. 533; *Am. Copying Co.* v. *Eureka Bazaar*, 20 S. D. 526, 108 N. W. 15, 9 L. R. A. (N. S.) 1176.

CORPORATIONS.—INDEPENDENT ACTION OF GENERAL MANAGER.—The general manager of a corporation, without any corporate meeting having been held, engaged a physician to attend an injured employee. Subsequently, he personally interviewed more than a majority of the directors concerning the matter and none of them expressed any dissent to his action. *Held*, in the physician's suit for fees, that, in view of the ratification and the fact that the company had adopted a policy of permitting the general manager to transact routine business, it was estopped to deny liability. *Indiana Die-Casting Development Co.* v. *Newcomb*, (Ind. 1915), 111 N. E. 16.

The court in arriving at its decision, took into consideration and carefully emphasized the fact that there was a ratification of the act of the general manager. Since, however, it is a general rule that no corporate action is valid and binding, unless authorized and sanctioned by the board of directors duly assembled as a deliberative body, it is obviously an indisputable fact that the personal and individual assent of the majority of the directors was no more effectual as a ratification than it would have been as an authorization prior to the act. *Western Land Ass'n.* v. *Ready*, 24 Minn. 350; *Appeal of Crum*, 66 Pa. St. (16 P. F. Smith) 474. Furthermore, the intangible services of a physician cannot be re-delivered to him; so there was no "acceptance and retention" of benefits, in the proper sense of those words. *Waynesville Nat'l Bank* v. *Irons*, 8 Fed. 1; *Rockford, R. I. & St. L. R. Co.* v. *Shunick*, 65 Ill. 223; *Marbourg* v. *Lloyd, Son & Co.*, 21 Kan. 545; *Patten* v. *Moses*, 49 Me. 255; *Millbank* v. *DeRiesthal*, 82 Hun. 537, 31 N. Y. Supp. 522, 64 N. Y. St. Rep. 616; *Tyrell* v. *Cairo & St. L. B. Co.*, 7 Mo. App. 294. It seems that the case might well have been disposed of without any reference to the doctrine of ratification; for there is a growing tendency on the part of the courts to subject corporations to liability in cases similar to this one, either because of an implied authority recognized as existing in the general manager, or because of inferences naturally arising out of past conduct. *Bank* v. *Rutland R. Co.*, 30 Vt. 159; *Winsor* v. *Lafayette Co. Bank*, 18 Mo. App. 665; *Fifth Ward Sav. Bank* v. *First Nat'l Bank*, 48 N. J. L. (19 Vroom) 513, 7 Atl. 318; *Union Gold-Mining Co.* v. *Rocky Mt. Nat'l Bank*, 2 Colo. 248; *Stokes* v. *N. J. Pottery Co.*, 46 N. J. L. 237; *Martin* v. *Webb*, 110 U. S. 71, 3 Sup. Ct. 428, 28 L. Ed. 49; *Commer. Mut. Mar. Ins.* v. *Union Mut. Ins. Co.*, 19 How. 318, 15 L. Ed. 636; *Mining Co.* v. *Anglo-California Bank*, 104 U. S. 192, 26 L. Ed. 707; TAYLOR, CORP., §§ 202, 236, 237; 11 MICH. LAW REV. 403; 17 HARV. LAW REV. 133. The following cases, however, are directly in accord with the principal case as concerns the necessity for a ratification. *Great Western R. R. Supply Co.* v. *Bowman*, 17 Ill. App. 353; *Fister* v. *LaRue*, 15 Barb. (N. Y.) 323.

CORPORATIONS.—LIABILITY FOR TORT INVOLVING MALICE.—Defendant Crane was the defendant corporation's district agent having general charge of its business in the state of Iowa. The plaintiff was a local agent. Crane, in or-